

**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF  
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 23<sup>RD</sup> day of September, 2013, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Monday, September 16, 2013.
2. Read for approval all monthly bills and claims submitted to the court and dated through September 23, 2013.
3. Consider and take necessary action to approve the Agreement between Hockley County and the Lubbock County Medical Examiner's Office.
4. Consider and take necessary action to approve the Contract Agreement between the City of Littlefield and Hockley County concerning ambulance service.
5. Consider and take necessary action to approve the Official Bond and Oath of Tracy Rodgers.
6. Consider and take necessary action to approve the Resolution to adopt the 207(k) program for Law Enforcement Employees.

**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS**

BY: \_\_\_\_\_

Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 20<sup>TH</sup> day of September, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 20<sup>TH</sup> day of September, 2013.

Irene Gumula  
Irene Gumula, County Clerk, and Ex-Officio  
Clerk of Commissioners' Court, Hockley County, Texas

FILED FOR RECORD  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

SEP 20 2013

VOL. 60 PAGE 238

Irene Gumula  
County Clerk, Hockley County, Texas

SPECIAL MEETING  
SEPTEMBER 23, 2013

Be it remembered that on this the 23<sup>rd</sup> day of September A.D. 2013, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger (Absent)	Commissioner Precinct No. 4

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 16<sup>th</sup> day of September A.D. 2013, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through September 23, A.D. 2013, be approved and paid as read.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Agreement between Hockley County and the Lubbock County Medical Examiner's Office, as per Agreement recorded below.

STATE OF TEXAS                    §     MEDICAL EXAMINER SERVICES  
  §     FISCAL YEAR 2014  
COUNTY OF LUBBOCK           §     HOCKLEY COUNTY

This AGREEMENT is entered into by and between the County of Lubbock, Texas, (hereinafter referred to as LUBBOCK COUNTY) and HOCKLEY COUNTY (hereinafter referred to as CONTRACTING COUNTY.)

WHEREAS it is in the public's interest to investigate fully sudden and unexplained deaths occurring in CONTRACTING COUNTY, Texas; and

WHEREAS, LUBBOCK COUNTY, through its Medical Examiner's Office has personnel available with the knowledge and expertise to provide professional medical examiner services; and

WHEREAS , CONTRACTING COUNTY desires to contract with LUBBOCK COUNTY for professional medical examiner services;

NOW THEREFORE, the parties hereto agree that CONTRACTING COUNTY shall retain LUBBOCK COUNTY as an independent contractor not an employee, for professional services more particularly described as follows:

**ARTICLE I  
SERVICES TO BE PERFORMED**

LUBBOCK COUNTY, through the Lubbock County Medical Examiner's Office will:

1. Provide autopsy services in accordance with the following:
  - a. Texas Code of Criminal Procedure, §§ 49.01 and 49.25
  - b. Texas Health and Safety Code, §§ 671.011, 672.012 and Chapter 693
  - c. Occupations Code, Chap. 151 (The Medical Practice Act)
  - d. Texas Government Code, Chap. 552 (Public Information Act)
  
2. Upon request, perform autopsies in all instance required by and in a manner consistent with the Texas Code of Criminal Procedure, §§ 49.01 and 49.25. Autopsies will be performed upon request on individuals whose remains are discovered within CONTRACTING COUNTY or whose death is being investigated by a law enforcement agency with jurisdiction in CONTRACTING COUNTY. In those instances where the circumstances of the death indicate that the death may have been caused by unlawful means the autopsy shall be performed by a board certified pathologist or a board certified pathologist shall be present to observe the autopsy.
  
3. Fully document autopsies through the use of photography, laboratory analysis of tissue and other samples deemed necessary by the forensic pathologist.

4. Create a record, either electronic or printed, of the autopsy findings.
5. Allow attendance at the autopsy procedure by appropriate investigative agencies.
6. Permit appropriate investigative agencies to independently document the autopsy that they have been permitted to attend.

CONTRACTING COUNTY will:

1. Provide advance notification by either telephone or facsimile between the hours of 8:00 a.m. to 5:00 p.m. to request an autopsy. After hours, CONTRACTING COUNTY will contact the investigator on call by phone at 806-687-9434. A description of the circumstances known regarding the death shall also be provided.
2. Provide proper written authorization by CONTRACTING COUNTY authorities to conduct the autopsy.
3. Provide medical records of the deceased, when available.
4. Provide copies of the investigation reports of the law enforcement agency involved. Such reports shall remain the property of the law enforcement agency providing same. Records maintained by the Lubbock County Medical Examiner's Office are subject to the Texas Public Information Act. Texas Government Code § 502 *et seq.*
5. Retrieve evidence upon completion of autopsy services provided by LUBBOCK COUNTY. For purposes of this Agreement, evidence shall be defined as those items discovered or produced during or as a result of the autopsy, including but not limited to projectiles, clothing, sexual assault kits, and ligatures that can be offered as proof of a crime or a tort in a court of law. Should the evidence not be picked up within thirty (30) days of completion of the autopsy, CONTRACTING COUNTY shall be notified in writing of the following retrieval options:
  - a. CONTRACTING COUNTY shall send a representative to retrieve evidence; or
  - b. CONTRACTING COUNTY shall request that LUBBOCK COUNTY ship the evidence to CONTRACTING COUNTY, either by registered mail, return receipt requested, or overnight carrier, and LUBBOCK COUNTY shall invoice COUNTY for the cost of shipping, plus ten (10) percent; or
  - c. CONTRACTING COUNTY can request that LUBBOCK COUNTY destroy evidence. CONTRACTING COUNTY will send a letter to LUBBOCK COUNTY requesting and authorizing such destruction.

CONTRACTING COUNTY shall respond in writing to LUBBOCK COUNTY as to which option it has selected within ten (10) days of receipt of notice.



## **ARTICLE II AUTOPSY RECORDS**

All written CONTRACTING COUNTY autopsy reports, laboratory tests and reports, data, documents, x-rays, photographs, field investigators' reports, correspondences, magnetic recordings, or other tangible items from which a report may be accurately reproduced ("Autopsy Records") will be retained by LUBBOCK COUNTY. A copy of the autopsy report and toxicology report will be provided to CONTRACTING COUNTY by LUBBOCK COUNTY. Other retained material will be available by specific request.

## **ARTICLE III COURT APPEARANCES**

- A. Appearances during court hearings and trials are a critical function of medical examiner services, LUBBOCK COUNTY will cooperate, to the fullest extent of the law with the CONTRACTING COUNTY District Attorney and with any law enforcement agencies having jurisdiction over a given case.
- B. As part of the services under this Agreement, LUBBOCK COUNTY's forensic pathologist will appear as necessary during grand jury proceedings, depositions, court hearings and trials in criminal cases. Such appearances will be limited to those cases where the LUBBOCK COUNTY forensic pathologist performed the autopsy and to such other cases in which LUBBOCK COUNTY might agree to appear. The CONTRACTING COUNTY District Attorney's Office is authorized to request such appearances.
- C. LUBBOCK COUNTY shall be reimbursed, in accordance with Attachment A for all fees and expenses associated with such appearances as well as pre-trial consultation and record reviews, evidence shipping, and all travel expenses associated with any such appearances, including hotel, food, and mileage expenses.

## **ARTICLE IV CATASTROPHIC EVENTS**

The parties acknowledge and agree that this Agreement is not intended to provide services with respect to either man-made or natural disasters or other large-scale emergencies. Neither LUBBOCK COUNTY nor CONTRACTING COUNTY will be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of LUBBOCK COUNTY or CONTRACTING COUNTY and which by the exercise of due diligence neither LUBBOCK COUNTY nor CONTRACTING COUNTY is able, wholly or in part, to prevent or overcome. The parties agree to work together to secure assistance to the extent commercially reasonable from neighboring county pathologists, local physicians, or other entities capable of providing services required for investigating those deaths covered by this

section. CONTRACTING COUNTY will provide financial assistance in an amount to be determined by the CONTRACTING COUNTY Commissioners in exceptional situations of a CONTRACTING COUNTY emergency or disaster.

## **ARTICLE V CREDENTIALING**

LUBBOCK COUNTY shall maintain at least one board certified forensic pathologist for the duration of this Agreement. All physicians hired to perform services under this Agreement will hold appropriate credentials according to standards of practice for forensic pathology or will meet those standards within a time frame established prior to their employment. LUBBOCK COUNTY shall select and assign specific forensic pathologists to provide medical examiner services for CONTRACTING COUNTY and shall, upon request, provide current copies of all licensure, credentialing, insurance and such other relevant information for each forensic pathologist rendering services for CONTRACTING COUNTY under this Agreement to the extent such information is not privileged or confidential by law.

## **ARTICLE VI COMPENSATION**

- A. Payment for services shall be reimbursed by CONTRACTING COUNTY in accordance with Attachment A.
- B. In addition, during the term of this Agreement, CONTRACTING COUNTY will reimburse LUBBOCK COUNTY for expenses directly related to each autopsy and as required, including but not limited to:
  - 1. Laboratory tests, including toxicology;
  - 2. Radiology, including x-rays;
  - 3. Dental examinations, including x-rays;
  - 4. Anthropology examinations, including x-rays.
- C. LUBBOCK COUNTY will invoice CONTRACTING COUNTY upon completion of an autopsy and payment from CONTRACTING COUNTY shall be remitted within 30 days of receipt of invoice. Invoices presented to CONTRACTING COUNTY for fees, evidence shipping, and travel expenses shall be paid within 30 days of receipt of invoice.
- D. LUBBOCK COUNTY will send an invoice for payment to CONTRACTING COUNTY at, 802 Houston Street, Suite 101, Levelland, TX 79336. CONTRACTING COUNTY will send payment to LUBBOCK COUNTY at Lubbock County Medical Examiner's Office, P.O. Box 10536, Lubbock, TX 79408.



**ARTICLE VII  
TERM AND TERMINATION**

- A. The original term of this Agreement begins October 1, 2013 and ends September 30, 2014.
- B. This Agreement may be renewed annually by mutual agreement of the parties.
- C. Upon early termination of this Agreement for any reason, LUBBOCK COUNTY shall be entitled to receive the unpaid accrued compensation on a pro rata basis as of the date of termination.

**ARTICLE VIII  
RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement is intended nor shall be construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The sole interest and responsibility of the parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

**ARTICLE IX  
NOTICE**

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered or mailed by certified or registered mail. Such written notice shall be addressed as set forth below or to such other addresses as may be specified by written notice:

LUBBOCK COUNTY:            Thomas V. Head  
   Lubbock County Judge  
   P.O. Box 10536  
   Lubbock, TX 79408-3536

With a copy to:                Sridhar Natarajan, M.D.  
   Lubbock County Chief Medical Examiner  
   4434 South Loop 289  
   Lubbock, TX 79414

CONTRACTING COUNTY:    Larry Sprowls  
   Hockley County Judge  
   802 Houston Street, Suite 101  
   Levelland, TX 79336

**ARTICLE X  
GENERAL PROVISIONS**

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas; venue shall be in Lubbock County, Texas.
- B. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be effected, impaired, or invalidated.
- C. Neither party shall have the right to assign or transfer their rights to any third parties under this Agreement without prior written consent of the non-transferring party.
- D. Any waiver of any provision of this Agreement must be in writing signed by the person against whom the waiver is asserted; the waiver of enforcement of any provision of this Agreement shall not constitute waiver of any other provision of this Agreement.
- E. This Agreement and its Attachment A constitute the entire Agreement between the parties and no oral representation between the parties made prior to or after the execution of this Agreement will be given any force and effect unless reduced to writing and signed by both parties.
- F. The terms of this Agreement may not be changed, modified or amended except by written agreement of CONTRACTING COUNTY and LUBBOCK COUNTY.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Agreement.

Signed this 30<sup>th</sup> day of September, 2013.

LUBBOCK COUNTY:

Thomas V. Head  
Tom Head, County Judge

HOCKLEY COUNTY

Larry Sprowls  
Larry Sprowls, Hockley County Judge



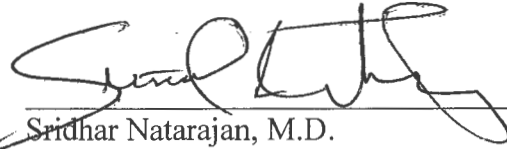
ATTEST:

  
\_\_\_\_\_  
Kelly Pinich, County Clerk

ATTEST:

  
\_\_\_\_\_  
Wrene Dumule  
COUNTY CLERK


APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Sridhar Natarajan, M.D.  
Chief Medical Examiner

APPROVED AS TO CONTENT:

\_\_\_\_\_

REVIEWED FOR FORM:

  
\_\_\_\_\_  
Donna Clarke  
Civil Division  
Criminal District Attorney's Office

REVIEWED FOR FORM:

\_\_\_\_\_

ATTACHMENT A  
FEE SCHEDULE

- I. Autopsy limited discovered remains (\$500 - \$2,000)
- Human vs Nonhuman
- Analysis limited to received remains and may require expanded analysis with possible reclassification. (The LCME will discuss with submitting agency prior to further workup.)
- II. Autopsy External \$2,000
- Limited with acceptable medical documentation consistent with autopsy examination
  - Includes:
    - a. Basic toxicology
    - b. CD of autopsy photographs (as allowed by state law)
    - c. Fingerprints
- III. Autopsy External and specific anatomic sites as determined by LCME \$2,000 - \$3,000
- Forensic autopsy cost based and decided on extent of examination
  - Factors include extent of records and illnesses/trauma
  - Includes:
    - a. Basic toxicology
    - b. CD of autopsy photographs (as allowed by state law)
    - c. Fingerprints
- IV. Autopsy LEVEL I Case \$3,000
- Includes:
    - a. Forensic autopsy with full examination
    - b. Basic toxicology
    - c. CD of autopsy photographs (as allowed by state law)
    - d. Fingerprints
- V. Autopsy LEVEL II Case \$4,000
- Types of Level II Cases
    - a. Medical cases beyond scope of Level I
    - b. Aircraft fatalities
    - c. Other deaths that result in examination or studies beyond the scope of Level I cases
    - d. Extensive investigative review
  - Includes:
    - a. Forensic autopsy to determine cause of death (Manner to be determined by Justice of the Peace)
    - b. Basic toxicology
    - c. CD of autopsy photographs (as allowed by state law)
    - d. Fingerprints
- VI. The following types of cases are examples that could be Level I or Level II depending on circumstances and extent of autopsy findings:
- a. Homicides
  - b. Traumatic injuries
  - c. Motor vehicle
  - d. Decomposed
  - e. Child deaths
  - f. Blunt trauma, gunshot, or sharp force wounds
  - g. Circumstance and evidence collection related deaths
  - h. Asphyxial, thermal, electrical, in custody deaths, suicides, and undetermined
- VII. Additional Fees May Apply (NOT A COMPREHENSIVE LIST):  
These services will be charged at the rates listed or at the actual cost of the services plus 10%.

- X-Rays (\$15 per digital)/In the unexpected event of loss of digital capacity and a required need for film processing, the fees will be \$75 (minimum two) and \$40 for each additional x-ray.
- Drugs of abuse and select groups of major prescriptions and certain illicit substances.
- Solid tissue toxicology (Ex: from advanced decomposed remains) depending on required testing. Typical charges for this test is approximately \$500 for single solid organ basic toxicology testing.
- Special immuno-histochemical stains cost dependent on the test required.
- Microbiology studies such as:
  - a. Anaerobic/aerobic tissue culture
  - b. Anaerobic/aerobic blood culture
  - c. Respiratory viral tissue panel
  - d. HIV
  - e. Viral hepatitis panel
- Vitreous electrolyte studies
- Vitreous toxicology
- Neogen panel
- Special histology stains such as:
  - a. Gram stain
  - b. GMS stain
  - c. PAS stain
- Mitochondrial DNA
- Hair analysis for toxicology
- Toxicology for volatiles
- Forensic Anthropology
- Forensic Odontology
- Forensic Entomology
- Recuts of glass slides
- Shipping and handling charges
- Criminal trial preparation, travel and testimony fees - \$325 per hour. Actual reimbursement for all other associated travel expenses.
- Exhibit and photograph preparation cost estimate to be provided upon request
- Library and literature search as required - \$75 per hour.

Above are studies that are not typical. If and when they are necessary, the Justice of the Peace will be contacted with estimated costs before tests are ordered.

It is expected the remains, once the autopsy is completed, will be transferred within 48 hrs. Exceptions can be made on a case by case basis and requires approval by Chief LCME.



Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Contract Agreement between the City of Littlefield and Hockley County concerning ambulance service, as per Contract Agreement recorded below.

## CONTRACT AND AGREEMENT CONCERNING AMBULANCE SERVICE

THIS AGREEMENT is made and executed by and between the CITY OF LITTLEFIELD, TEXAS, acting through its Mayor, DANNY MARQUEZ, pursuant to Resolution adopted by the City Council of the CITY OF LITTLEFIELD, at its regular meeting on the 10 day of September, 2013 (hereinafter called "Littlefield"), and HOCKLEY COUNTY, TEXAS, acting by and through its County Judge, LARRY SPROWLS, pursuant to Resolution adopted by the Commissioners Court of the Hockley County, at a regular meeting on the 23rd day of Sept., 2013 (hereinafter called "Hockley County"), on the following terms and conditions:

### Statement

It is the desire of Hockley County to have Littlefield provide ambulance service, which provides support for the Hockley County ambulance service for the general well-being and welfare of the citizens of Hockley County.

In order to provide such service, it is agreed that Hockley County will pay Littlefield Eighteen Thousand Nine Hundred Seventy Five Dollars and No/100ths (\$18,975.00) per year in monthly installments. The monthly installments of One Thousand Five Hundred Eighty One and 25/100ths Dollars (\$1,581.25) will be paid with the first monthly payment being made on or before the 5<sup>th</sup> day of January, 2014 and a like payment on or before the same day of each month following next successively thereafter for the term of this Contract.

### Terms and Conditions

- (1) The responsibility for operating, contracting, maintaining, supervising, or otherwise conducting the emergency ambulance service shall be the sole responsibility of Littlefield. Provided, however, that Hockley County agrees to indemnify and hold harmless Littlefield, its agents, officers, and employees for any actions, failures, or admissions of anyone performing the ambulance service, as provided herein.
- (2) Littlefield will **not** maintain any type of facilities where ambulances are stored within the County Limits of the Hockley County, but will continue to operate out of Littlefield's facility in Littlefield, Texas. Therefore, there is a longer response time that may be necessary for the residents of Hockley County, and Hockley County hereby accepts responsibility for any damages that may be caused because of the additional time in responding to any calls.

### General Provisions

- (3) The parties agree that each party has the authority to enter into this Contract and such authority has been authorized by the governing body of the Hockley County and the City of Littlefield, respectively.
- (4) The Contract is a term of one (1) year commencing on the 1<sup>st</sup> day of January, 2014, and ending on the 31<sup>st</sup> day of December 2014.


- (5) Hockley County is paying for the services provided by Littlefield from current revenues available to Hockley County. In this regard, Hockley County represents and warrants that it has budgeted from its current revenues sufficient funds to pay for the cost of the services to be provided by Littlefield.
- (6) Notwithstanding anything to the contrary herein, Littlefield shall not be obligated to perform this Contract if Littlefield does not have the resources to perform the Contract for any reason whatsoever. In the event Littlefield cannot respond or cannot perform this Contract, Littlefield will dispatch the next closest unit.
- (7) Both parties acknowledge that they are authorized to enter into this Contract pursuant to the Texas Government Code, and agree that they have complied with all provisions of such Code and other applicable laws to make this a binding Contract between both parties.
- (8) This Agreement is performable in Lamb County, Texas and the parties agree that any suit arising from this Contract and Agreement Concerning Ambulance Service shall be brought to Lamb County, Texas.
- (9) The terms of this Agreement cannot be modified except by written agreement signed by all parties hereto.

SIGNED and entered this the 23 day of Sept, 2013.

LITTLEFIELD, TEXAS

By:   
Danny Marquez, Mayor

HOCKLEY COUNTY, TEXAS

By:   
Larry Sprowls  
Hockley County Judge



Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Official Bond and Oath of Tracy Rodgers, as per Official Bond and Oath recorded below.

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of HOCKLEY } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 61766428

That we, TRACY RODGERS, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hockley County, his successors in office, in the sum of Two Thousand and 00/100 DOLLARS (\$2,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of August, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January, 1988, duly Appointed (Elected—Appointed) to the office of Deputy Sheriff in and for HOCKLEY County, State of Texas, for a term of 4 year s commencing on the 22nd day of July, 2013.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup>

To faithfully perform the duties of office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

X Tracy Rodgers Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

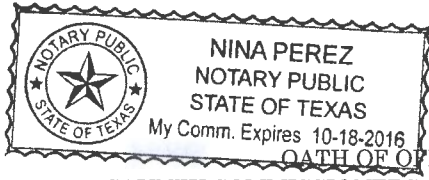
County of Hockley } ss

Before me, NINA PEREZ on this day, personally appeared Tracy Rodgers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Levelland, Texas, this 5th day of Aug., 2013.

[Signature]  
Hockley County, Texas

SEAL



(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE (General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_

SEAL

\_\_\_\_\_ County, Texas



THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Marcy Rodgers as Deputy Sheriff in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Wlene Dumula Clerk  
County Court Hockley County

Date 9-23, 2013  
Ray D. Snow County Judge,  
Hockley County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with its certificates of authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_, Texas, the day and year last above written.

\_\_\_\_\_ Clerk

By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss  
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 1st day of August, 2013, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. EICH  
Notary Public

My Commission Expires February 12, 2015

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Resolution to adopt the 207(k) Program for Law Enforcement Employees, as per Resolution recorded below.

RESOLUTION

WHEREAS, Hockley County Commissioner's Court finds it in the best interest of Hockley County to adopt the 207 (k) program for Law Enforcement Employees, as described below:

Section 7(k) of the FLSA, 29 U.S.C. § 207(k), provides a partial overtime pay exemption for public agency employees employed in law enforcement activities (deputies, jailers, detention officers). Under this provision, Hockley County is establishing a work period of 14 consecutive days for the purpose of paying overtime compensation to employees employed in law enforcement activities. The maximum hours standard for law enforcement personnel are 85 hours worked in a 14-day work period. This 14-day work period will begin on September 21, 2013. Law Enforcement salaries cover up to 85 hours in the 14-day work period.

NOW THEREFORE, BE IT RESOLVED that the Hockley County Commissioner's Court approves the adoption of the 207 (k) program for Law Enforcement Employees.

DONE IN OPEN COURT, this the 23<sup>rd</sup> day of September 2013, upon motion by Commissioner Barnett, seconded by Commissioner Carter.

Larry Sprowls  
Larry Sprowls, Hockley County Judge

Curtis Thrash  
Curtis Thrash, Commissioner, Precinct 1

Larry Carter  
Larry Carter, Commissioner, Precinct 2

J.L. Barnett  
J.L. Barnett, Commissioner, Precinct 3

absent  
Tommy Clevenger, Commissioner, Precinct 4

ATTEST: Irene Gumula  
Irene Gumula, County Clerk,  
And Ex-Officio Clerk of Commissioners Court  
Hockley County, Texas



There being no further business to come before the Court, the Judge declared  
Court adjourned, subject to call.

The foregoing Minutes of a Commissioners' Court meeting held on the 23<sup>rd</sup>  
day of September, A. D. 2013, was examined by me and approved.

Curtis Thrash  
Commissioner, Precinct No. 1

Kenny Carter  
Commissioner, Precinct No. 2

J. L. Barnett  
Commissioner, Precinct No. 3

absent  
Commissioner Precinct No. 4

Gayle Snow  
County Judge

Irene Gumula  
IRENE GUMULA, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas